

REMARKS

Claims 1-12 and 15-19 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Kinser in view of Ballantine. This rejection is traversed for the following reasons.

Claim 1 recites "permitting deletion of proactive maintenance tasks if said proactive maintenance task has not been sent to a technician dispatch module which dispatches proactive maintenance tasks to technicians; permitting exclusion of proactive maintenance tasks if said proactive maintenance task has been sent to said technician dispatch module." In analyzing claim 1, the Examiner cited to column 12, line 41 to column 14, line 58 of Kinser. This section of Kinser broadly refers to altering and managing service requests, but provides little detail on the nature of the altering and managing.

Ballantine teaches the ability to delete network problem reports, but does not place any conditions on when a report is deleted. The Examiner concludes that "it would have been obvious to one of ordinary skill in the art at the time invention was made to utilize the teaching of Ballantine et al in view of Kinser, Jr. et al in order to update tasks or work orders." Applicant respectfully disagrees.

First, Kinser refers to "altering" service requests, which the Examiner states reads on the claimed deletion and exclusion. Applicant respectfully disagrees that the term alter means the same as the terms delete and exclude, particularly when the context of the claim language is considered. Although the Examiner is entitled to the broadest reasonable interpretation of the claim language, the Examiner cannot simply assign meanings to words that are inconsistent with the ordinary meaning of the terms. Thus, altering taught by Kinser does not teach or suggest deletion and exclusion as recited in claim 1.

Furthermore, even if Kinser and Ballantine are combined, the combination lacks the conditions under which maintenance tasks are deleted. Claim 1 recites that a proactive maintenance task may be deleted if the proactive maintenance task has not been dispatched to a technician dispatch module. Neither Kinser nor Ballantine teach this condition on the deletion of maintenance tasks.

With respect to the exclusion of proactive maintenance tasks, the Examiner acknowledges that neither Kinser nor Ballantine teaches or suggests this feature but concludes that this feature would have been obvious to prevent from dispatching the same orders or tasks that would cause overload or confusion. As described in paragraph [0066] the exclusion function is used when work orders cannot be deleted. There is no teaching or suggestion in Kinser or Ballantine of a separate function for eliminating maintenance tasks in the event that the maintenance tasks cannot be deleted. The exclusion function permits this type of operation and is not taught or suggested by Kinser or Ballantine.

In view of the foregoing, claim 1 is patentable over Kinser in view of Ballantine. Claims 2-12 and 15-17 depend from claim 1 and are patentable over Kinser in view of Ballantine for at least the reasons advanced with reference to claim 1. Claims 18 and 19 recite features similar to those in claim 1 and are patentable over Kinser in view of Ballantine for at least the reasons advanced with reference to claim 1.

In view of the foregoing remarks and amendments, Applicant submits that the above-identified application is now in condition for allowance. Early notification to this effect is respectfully requested.

If there are any charges with respect to this response or otherwise, please charge them to Deposit Account 06-1130.

Respectfully submitted,

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